

## **EXHIBIT E**



<b>BORROWER NAME:</b>	Time Out Communities, LLC ("Company")	
<b>PROPOSED CREDIT LINE:</b>	\$10 Million	
<b>ELIGIBLE UNITS:</b>	HUD code Manufactured Homes that are for sale within communities owned by Borrower or Affiliated Entities. Rental Units are not eligible for this program.	
<b>FINANCED AMOUNT:</b>	100% of Invoice, including Freight	
<b>DEALER REPAYMENT TERMS:</b>	Pay As Sold or At Maturity, whichever comes first. Interest & curtailment payments are due monthly on the 15 <sup>th</sup> of the month.	
<b>FLOORING RATE:</b>	Interest Rate will be in accordance with the below tiered structure and based on the Average Daily Balance (ADB) of your account during any given month.	
	<b>Rate</b>	<b>Days</b>
<b>ADB of \$7M+:</b>	LIBOR plus 4.65% LIBOR plus 6.15%	Days 1 – 360 Days 361 – 720
<b>ADB of \$3.5M - \$7M:</b>	LIBOR plus 4.95% LIBOR plus 6.45%	Days 1 – 360 Days 361 – 720
<b>ADB below \$3.5M:</b>	LIBOR plus 5.25% LIBOR plus 6.75%	Days 1 – 360 Days 361 – 720
<p>"LIBOR" means a variable rate adjusted monthly that for any calendar month is equal to the highest interest rate published on the website <a href="http://research.stlouisfed.org/fred2/series/USD1MTD156N#">http://research.stlouisfed.org/fred2/series/USD1MTD156N#</a> during such calendar month as the one-month London Interbank Offered Rate for United States dollar deposits.</p>		
<b>DOC HANDLING / INSPECTIONS:</b>	A \$15.00 D.H.I. Fee will be charged monthly on all units	
<b>SET-UP / DOCUMENTATION FEE:</b>	A \$5,000 Fee will be assessed prior to Activation of Account	
<b>CURTAILMENTS:</b>	No Curtailments until Month 12; 3% Monthly, thereafter	
<b>MATURITY / DUE IN FULL:</b>	Units will Mature and be Due in Full at Day 720	
<b>MATURITY RATE:</b>	For any unit that Matures and is not paid off for any reason, a Maturity Rate equal to 3.00% higher than the last billed Flooring Rate shall apply.	

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The contents and terms of this proposal letter should be held in the strictest confidence between Company and Northpoint. This proposal letter is confidential and proprietary information owned by Northpoint and may not be copied, distributed, or disclosed (written or verbally) to third parties.

The proposed terms and conditions summarized herein (the "Potential Transaction") are provided for discussion purposes only and are not a commitment of any kind on Northpoint's part. Northpoint and Company reserve the right at any time, in their respective sole discretion, to reject any and all proposals from the other party and to terminate negotiations. Northpoint and Company shall not have any rights or obligations of any kind whatsoever with respect to the Potential Transaction by reason of this proposal letter other than with respect to the confidentiality of this proposal letter. No contract or agreement with respect to the Potential Transaction shall be deemed to exist between the parties unless and until a definitive written agreement separate from this proposal letter has been executed and delivered by the parties. The terms and conditions of this proposal letter are subject to financial analysis, credit review and program approval by Northpoint, which has not been performed or obtained.

Finally, if the terms outlined in this proposal letter conflict with any Statement of Transaction (SOFT), the SOFT supersedes this proposal.

**AGREED & ACCEPTED: Time Out Communities, LLC**

By:   
Name: Neil C Bender, II  
Title: Vice President  
Date: 4/1/2020